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**CORPORATIONS—EFFECT OF SURRENDER OF CHARTER.**—A voluntary unincorporated fraternal organization incorporated under the laws of New Jersey. Later the charter was voluntarily surrendered under the laws of that state and a new charter obtained in Pennsylvania. The Supreme Court of Pennsylvania *held* that the former status of the organization was revived by the surrender of the charter. *Schriner, et al. v. Sachs, et al* (Pa. 1916), 98 Atl. 724.

The same facts were presented before the Court of Chancery of New Jersey, which *held* that the former status was not revived by the surrender of the charter. *Doan v. Jones, et al.* (N. J. 1916), 99 Atl. 192.

The line of argument in the Pennsylvania case is that the act of incorporation merely gave a new form to the organization already existent, citing *Commonwealth ex rel v. Heilman*, 241 Pa. 374 (1913), and concluding from that premise that the sloughing of the corporate form did not destroy the organization itself, but returned it to its former status. The New Jersey case points out that the corporation went through the statutory forms of *dissolution* and concludes that both under the terms of the statute and "the adequate conception of the effect of incorporation and the force of dissolution" there was a total determination of the organization except for the payment of debts. The court cites no authority and expressly disapproves of the Pennsylvania case, which was cited by counsel. The point involved seems a new one. We submit that the New Jersey court begs the question insofar as its decision is based upon the nature and effect of *dissolution*. There is no issue as to the *corporation* being determined by dissolution, but the point raised is *what is it that is determined?* In other words the Pennsylvania court proceeds upon the hypothesis that incorporation effects a mere change in *form* which process may be reversed, while the New Jersey court assumes that incorporation results in a progressive evolution of the very entity of the organization, which cannot be later made to work retrogressively. None of the stock theories as to corporations precisely meets the situation and it seems that an interesting field of speculation is opened up.

**CORPORATIONS—PERSONAL LIABILITY OF STOCKHOLDERS OF UNREGISTERED FOREIGN CORPORATION.**—The defendants are stockholders in a foreign corporation which had carried on business in the state without having attempted to comply with the statutory registration requirements as to such corporations. The plaintiffs, who had been employed by the corporation, are seeking to hold the stockholders liable as partners for the amounts due them. *Held*, the defendants are liable as partners. *Cunningham v. Shelby* (Tenn. 1916), 188 S. W. 1147.

It is almost universally held that, where a foreign corporation fails to comply with the statutory requirements of the state, its contracts are not void but voidable, and may be enforced against the corporation. The corporation may not set up its non-compliance as a defense. *Ins. Co. v. Rust*, 141 Ill. 85, 30 N. E. 772; *Ins. Co. v. McMillan*, 24 Oh. St. 67; *Ins. Co. v. Simons*, 96 Pa. St. 520. The instant case presents the question whether, having dealt with the corporation as a valid corporation, the plaintiffs may